

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X Chapter 7
In Re: Case #: 1-18-40744-cec

EDWIN MOLEROS -----X Adv. Proc. #: **1-18-01035-cec**
DANIEL HERNANDEZ

Plaintiff

**AFFIRMATION PURSUANT TO
EDNY LOCAL BANKRUPTCY
RULE 4007-1**

--against--

EDWIN MOLEROS

Defendant

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Btzalel Hirschhorn, Esq., an attorney duly admitted to the practice of law in the Courts of the State of New York and the Eastern District of New York affirms the following under the penalty of perjury:

1. I am an associate of Shiryak, Bowman, Anderson, Gill & Kadochnikov, LLP, attorneys for Defendant EDWIN MOLEROS (“Defendant”).
2. This affirmation is made pursuant to E.D.N.Y. Local Bankruptcy Rule 4007-1.
3. E.D.N.Y. Local Bankruptcy Rule 4004-1 does not apply to the instant action as the cause of action pursuant to 11 U.S.C. §727 was withdrawn by a court-ordered stipulation dated September 3, 2019. See ECF Doc. No. 27.
4. Defendant and Plaintiff DANIEL HERNANDEZ (“Plaintiff”) have negotiated and executed a confidential settlement agreement.
5. A notice of proposed stipulation was filed with the Court on November 4, 2019. See ECF Doc. No. 30.

6. The payment terms of the agreement were as follows:

- Payment to be made on or before December 31, 2019, and sent to Plaintiff's attorney.
- The total settlement amount was \$16,900.00, which included payment of Plaintiff's attorney's fees.
- Payment was made timely by Defendant via cashier's check and mailed, in accordance with the Settlement Agreement to, Plaintiff's attorney via overnight mail on January 2, 2020.
- Upon receipt, Plaintiff will vacate the judgment entered against Defendant in Kings County Supreme Court and Defendant will withdraw its pending appeal of that judgment.
- No party admits to liability or non-liability under the Agreement.

7. The terms of settlement are fair, reasonable, and negotiated in good faith. The settlement terms have been fulfilled, and have satisfied any claims the Plaintiff has against the Defendant-Debtor.

8. The Defendant respectfully asks the Court to approve this settlement and stipulation and enter a discharge in favor of the Debtor.

Dated: Kew Gardens, New York
January 2, 2020

/s/ Btzalel Hirschhorn
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